

MOHAMOOD MOHAMED DUALE TRANSPORT LIMITED

AND

HGC TRANSPORT & LOGISTICS LIMITED

TRUCK PARK LEASE AGREEMENT



THE LEASE AGREEMENT made the.....day of December 2023 **BETWEEN MOHAMOOD MOHAMED DUALE TRANSPORT LIMITED** of 53, Tungi Road, Kiganboni, Dar es Salam, Tanzania (hereinafter referred to as "the Lessor" of the one part AND **HGC TRANSPORT AND LOGISTICS LIMITED** of 36, Twin Palm Road, Kabulonga, Lusaka, Zambia (hereinafter referred to as "the Tenant") of the other part.

THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement the expression "the Premises" shall mean **Plot No. 445, Tungi Road, Dar es Salam, Tanzania sought to be used as Truck Park.**
2. In consideration of the Rents and Tenant's Covenants and conditions hereinafter reserved and contained, the Lessor **HEREBY DEMISES** unto the Tenant the premises **TO HOLD** the same unto the Tenant for a term of one (1) year from the ^{14th}.....day of December, 2023 to the ^{13th}.....day of December, 2024 with the option to renew the said term (upon terms and conditions herein specified), yielding and paying therefore during the said term a monthly rental of \$500.00 (Five Hundred USD only) payable in advance.
3. **The Tenant hereby covenants with the Lessor as follows:**
 - a. To pay all charges for electricity, water, sanitation, telephone and refuse removal it may use on the premises.
 - b. On the date of commencement of this Lease, the tenant shall deposit with the Lessor and maintain throughout the term an amount equivalent to One (1) month's rent (the deposit) being the initial amount of **\$500.00** as security for the performance by the tenant of the tenant's obligations under this lease. The deposit shall be refundable without any interest to the tenant after the expiry of this lease and the delivery up of the premises in proper condition and in accordance with the provisions of this lease.
 - c. Not to do or suffer or permit to be done anything whereby the policy or policies of insurance (if any) on the said premises against damage by fire may become void or voidable.

- d. Not to do or permit or suffer or be done upon the said premises or any part thereof any act or thing which may at any time be or become a nuisance or annoyance to the occupiers of any neighbouring premises or give rise to a right of forfeiture of the Headlease or of the Underlease.
- e. At the determination of the said term to make good of any damage caused to the said premises by the removal of any fixtures and fittings or other articles out of the said premises.
- f. To keep the Lessor indemnified against all claims or demands in respect of injury loss or damage caused to any person (including the Tenant's employees, servants, invites and those having business with the Tenant) or property whether arising by accident or by reason of the state of or defects in the said premises hereinafter to arise by reason of any negligence or other acts by the Tenant or of any person or persons at any time upon the said premises.

4. The Lessor hereby covenants with the Tenant as follows:

- a. That the Lessor will pay all future and existing rates taxes assessments and outgoings now or hereinafter imposed or charges upon the said premises except those payable by the Tenant under the provisions of these presents.
- b. That the Lessor shall maintain a 24/7 hours security on the premises to ensure the safeguard of the Tenant's trucks parked on the premises and shall also ensure that the premises is properly lighted at night.
- c. That the Tenant paying the rent hereby reserved and performing and observing the covenants on the Tenant's part herein contained shall peacefully hold and enjoy the said premises during the said term without any interruption by the Lessor or any person lawfully claiming under or in trust for the Lessor other than interruptions authorised by the said Head Lease and not arising by virtue of a breach of covenant on the part of the Lessor therein contained.
- d. The Lessor shall during the term hereby created maintain the exterior and roof of the premises in repair (damage by fire storm or tempest excepted) and that if at anytime during the said term the premises or any part

thereof shall be rendered unfit by fire or tempest then the Lessor shall allow the Tenant abatement of all or part of the said rent proportionate to the extent or duration of the damage and until the whole of the premises shall again be fit for use.

- e. That the Lessor will keep the said premises insured against loss or damage by fire to the full insurance thereof.
- f. To execute and to make at the expense of the Lessor all such work and things whatever as may now or at anytime during the said term be directed or required by any national or local or public authority to be expected or done upon or in respect of the premises or any part thereof by the occupier.

PROVIDED ALWAYS and it is hereby agreed as follows:

If the rent hereby reserved or any part thereof shall at any time be unpaid for thirty (30) days after becoming payable and the Lessor by written Notice demands the same or if the Tenant shall become bankrupt or make any assignment for the benefit of or enter into any arrangements for composition with its creditors or if any covenant on the Tenant's part herein contained shall not have been performed or observed then in any of the said cases it shall be lawful for the Lessor at any time thereafter to re-enter upon the said premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action or remedy of the Lessor in respect of any antecedent breach of the Tenant's covenants herein contained.

If the tenant has substantially complied with the terms of this Agreement the Lessor may give the tenant an option to extend the Lease for a further one (1) year subject to the rent being revised and such revision shall not be more than 5% of the previous rent. The notice must be given by the tenant in writing not later two (2) months prior to the end of the Term if the tenant wishes to take up the option. In the event the parties are unable to agree the amount of the new rent payable, then the rent shall be determined by an independent valuer to be nominated by the parties. If the parties cannot agree on a valuer each party will appoint one valuer and the two valuers so appointed shall appoint an umpire who shall also be a qualified valuer and such umpire shall determine the then current open market rental of the premises. The valuer's costs shall be borne equally by the parties.


The Lessor shall not be liable to the Tenant, its employees or invitees for damages not caused by Lessor and Lessor's agents. Lessor will not compensate the Tenant or anyone else for damages caused by any other source whatsoever, or by Acts of God, and the Tenant is therefore strongly encouraged to independently insure to protect all its employees or invitees and all personal property on the leased premises and/or in any common areas from any and all damages.

Notwithstanding anything to the contrary herein contained and for the avoidance of doubt either party may determine the agreement by giving to the other one (1) month's notice before termination.

IN WITNESS whereof the parties or their duly authorized agents have hereunto set their respective hands and seals the day and year first before written.

SIGNED SEALED AND DELIVERED by the Authorised Representative] of the said MOHAMOOD MOHAMED DUALE TRANSPORT LIMITED]

in the presence of:-

Witness: 
Name: YASSIN MOHAMUD
Address: 27A, KURASINI, DAR ES SALAAM, TANZANIA
Occupation: DIRECTOR



SIGNED SEALED AND DELIVERED by the Authorised Representative] of the said HGC TRANSPORT & LOGISTICS LIMITED)

in the presence of:-

Witness: 
Name: UGUHA OBIDIKE
Address: 36 PIN PAIN ROAD KAMBUNGE LUSAKA
Occupation: HEAD TRANSPORT & LOGISTICS

